

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

BEATRICE EDWARDS and  
CARL C. EDWARDS,

Plaintiffs,

v.

METROPOLITAN LIFE INSURANCE  
COMPANY, et al.,

Defendants.

No. CV 10-03755 CRB

**ORDER GRANTING DEFENDANT  
METLIFE'S MOTION FOR  
SUMMARY JUDGMENT**

Pro se Plaintiffs Carl and Beatrice Edwards brought suit against numerous unrelated entities, alleging a variety of causes of action stemming from Mrs. Edwards' car accident on February 6, 2008. See generally Not. of Removal Ex. A (dkt. 1); First Amended Complaint ("FAC") (dkt. 75). Metropolitan Life Insurance Company ("MetLife"), the sole remaining defendant, has moved for summary judgment on Plaintiffs' claims, as well as on its counterclaim against Mrs. Edwards (dkt. 96). See Mot. (dkt. 150). Plaintiffs filed no written response to the motion and informed the Court at a hearing on July 12, 2013, that they were offering no opposition to MetLife's motion. Accordingly, the Court GRANTS MetLife's motion for summary judgment.

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1     **I. BACKGROUND**

2         As an employee of Citigroup, Inc., Mrs. Edwards was a participant in the Citigroup  
3 Long Term Disability (“LTD”) Plan. MetLife is the claim administrator for the LTD Plan  
4 and issued to Citigroup a group policy to fund LTD benefits. Mrs. Edwards applied for  
5 benefits under the LTD Plan following her 2008 car accident, and her claim was approved in  
6 June 2008. Due to her age, Mrs. Edwards was eligible for no more than 36 months of  
7 benefits—that is, through June 2011. Mrs. Edwards started receiving Social Security  
8 benefits in May 2009, but MetLife did not become aware of such benefits until May 2010.  
9 Because her LTD benefits should have been reduced by the amount she was receiving in  
10 Social Security benefits, MetLife overpaid Mrs. Edwards from May 2009 to May 2010 in the  
11 amount of \$24,154.

12         Thereafter, MetLife recovered the overpayment by withholding the monthly benefits  
13 Mrs. Edwards would have otherwise received. MetLife contends that, contrary to Mrs.  
14 Edwards claim in this action, it never “denied” her claim for benefits, but rather she failed to  
15 receive payments because she owed MetLife an amount in excess of the benefits to which  
16 she was entitled. As a result, MetLife asks the Court to find not only that Mrs. Edwards is  
17 not entitled to any further benefits from MetLife, but also that MetLife is entitled to recover  
18 the unpaid balance of their overpayment to Mrs. Edwards in the amount of \$6754, as sought  
19 by their counterclaim.

20         MetLife also moves for summary judgment on any claims brought by Mr. Edwards on  
21 the ground that he lacks standing under ERISA to sue MetLife because he was neither a  
22 participant in the LTD nor a beneficiary. To the extent Plaintiffs have alleged other causes of  
23 action against MetLife (which MetLife argues is not clear from the FAC), MetLife argues  
24 that ERISA preempts any claim for tort or general damages against it.

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1       **II.     LEGAL STANDARD**

2              Summary judgment is appropriate where “the pleadings, depositions, answers to  
3              interrogatories and admissions on file, together with the affidavits, if any, show that there is  
4              no genuine issue of material fact and that the moving party is entitled to judgment as a matter  
5              of law.” Fed. R. Civ. P. 56(c). The burden is on the moving party to demonstrate that there  
6              is no genuine dispute with respect to any material fact and that it is entitled to judgment as a  
7              matter of law. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). The nonmoving party  
8              must “set out ‘specific facts showing a genuine issue for trial.’” *Id.* at 324-25 (quoting Fed.  
9              R. Civ. P. 56(c)). If the nonmoving party fails to make this showing, the moving party is  
10             entitled to judgment as a matter of law. *Id.* at 323.

11       **III.    DISCUSSION**

12              Plaintiffs did not oppose MetLife’s summary judgment motion nor respond in writing  
13              to the Court’s Order to Show Cause, which required that “[t]o the extent that Plaintiffs wish  
14              the Court to consider any response to the motion, such material shall be filed by 5:00 pm on  
15              Wednesday, June 19, 2013.” Order (dkt. 157). The Court had previously issued its  
16              Summary Judgment Warning to Pro Se Plaintiffs in February 2013, which advised Plaintiffs,  
17              in relevant part that “[i]f you do not submit your own evidence in opposition, summary  
18              judgment, if appropriate, may be entered against you. If summary judgment is granted, your  
19              case will be dismissed and there will be no trial.” Summ. J. Warning (dkt. 143).

20              At the Show Causing hearing held on July 12, 2013, Plaintiffs informed the Court that  
21              they were not opposing MetLife’s motion for summary judgment.

22       **IV.    CONCLUSION**

23              For the foregoing reasons, the Court GRANTS MetLife’s motion for summary  
24              judgment and awards MetLife \$6,745.00 on its counterclaim.

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26       **IT IS SO ORDERED.**

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28       Dated: August 2, 2013

  
CHARLES R. BREYER  
UNITED STATES DISTRICT JUDGE